

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-13-190-09-03

THIS AGREEMENT is made effective the 3<sup>rd</sup> of September, 2013, by and between the **HIDALGO COUNTY SHERIFF'S OFFICE**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and **Gregorio Piña, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for Hidalgo County Sheriff's Office (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist for the term herein stated. These services, but are not limited to:
  - a. Provide to department the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
  - b. Provide Pre-employment screening for prospective Detention Officers;
  - c. Provide Pre-employment screening for prospective Law Enforcement Officers;
  - d. Provide Pre-employment screening for prospective Communications Officers;
  - e. Provide Screenings after weapon discharge incident;
  - f. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications and/or patrol officers;
  - g. Conduct psychological evaluations of the persons as required by the Department;

- h. Interpret the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;
- i. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications and/or detention officers;
- j. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
- k. A thorough knowledge of the behaviors and characteristics for success as a detention, communications and/or law enforcement officer. Must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
- l. The ability to relate effectively with County's designee. Contractor should function as a team member who works closely with Sheriff's Office in the screening process;
- m. Serving on call on a daily basis, except when out of town;
- n. Contractor represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
- o. Comply with the Texas Administrative Code Chapter 214 Rule 217.1;
- p. Comply with State Law & Commission Rules, as changes are adopted and passed by governing laws, affecting the addition and/or creation of personnel regarding professional psychosocial services;
- q. Debrief incident of an officer after a catastrophic event for evaluation of psychological and emotional health on as needed basis.
- r. Certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County Sheriff's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (711 El Cibolo Rd, Edinburg, Texas 78541). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	\$ <u>185.00</u> per Evaluation
Peace Officer Entrance Evaluations	\$ <u>185.00</u> per Evaluation

Critical Incidents Evaluations (example – “weapons discharge”) \$ -0- per Evaluation

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor will comply with Department’s specified accounting, reporting, and auditing requirements. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

4. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County’s civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Department and Contractor agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

6. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

7. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

8. Unless earlier terminated as herein provided, this Contract shall commence on September 03, 2013 and terminate on September 02, 2014. Hidalgo County reserves the right to extend the contract for a one (1) year term, and contract may be extended at the sole discretion

of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

9. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

10. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

11. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

13. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the parties

at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department: Hidalgo County Sheriff's Office  
Attention: Sheriff Guadalupe "Lupe" Treviño  
711 El Cibolo Rd  
Edinburg, Texas 78541

If to Contractor: Gregorio Piña III, PhD  
1200 S 2<sup>nd</sup>, Suite B9  
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

16. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

17. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

18. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

**DEPARTMENT:**

**HIDALGO COUNTY**

By: \_\_\_\_\_

Ramon Garcia, Hidalgo County Judge

**HIDALGO COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Sheriff Guadalupe "Lupe" Treviño

**CONTRACTOR:**

By: \_\_\_\_\_

Gregorio Piña, III, PhD

Approved as to form:

Office of Criminal District Attorney Rene Guerra  
100 N. Closner, Room 303  
Edinburg, Texas 78539

By: \_\_\_\_\_

Victor M. Garza, Assistant District Attorney

Date: \_\_\_\_\_